

**FIRST 5 MONTEREY COUNTY
FY 2014-15 AGREEMENT TO DISTRIBUTE FUNDS**

ORIGINAL

The Parties hereto, First 5 Monterey County aka Monterey County Children and Families Commission (hereinafter referred to as “First 5”), a public agency, and the Monterey County Department of Social Services (hereinafter referred to as “DSS”), hereby enter into the following Agreement (the “Agreement”):

RECITALS:

WHEREAS, the total amount awarded to Door to Hope for the MCSTART program (Door to Hope/MCSTART) by First 5 for the funding cycle July 1, 2014 through June 30, 2015 is \$282,278.

WHEREAS, DSS desires to provide approximately \$290,343 of its Perinatal Substance Abuse/HIV Infant, aka Options for Recovery, (hereinafter “SA/HIV”) allocation from the State of California to Door to Hope’s MCSTART program, however, per DSS, the State requires a county share for the aforementioned allocation. The county’s share cannot be paid by the provider receiving the allocation. In order to allow DSS to provide a portion of the SA/HIV allocation to Door to Hope’s MCSTART program without a net cost to the county, Door to Hope requested First 5 to reduce its award to the MCSTART program by \$40,394 and those funds to DSS for use as the County’s share of the SA/HIV allocation.

WHEREAS, the SA/HIV funds provided by DSS to Door to Hope are to be used to further the MCSTART program objectives previously approved by First 5. Door to Hope will report on the use of the SA/HIV funds, including the county share provided by First 5, in its tri-annual reports to First 5. Door to Hope has provided to First 5 and DSS a budget and narrative indicating where the SA/HIV funds will be used.

WHEREAS, the grant reduction to Door to Hope is as follows:

	12/13	13/14	14/15	Total
Original Allocation	278,442	282,280	282,278	843,000
Transfer to DSS	<36,194>	<41,353>	<40,394>	<117,941>
Total	242,248	240,927	241,884	725,059

AGREEMENT:

The parties agree as follows:

1. First 5 agrees to provide DSS an amount, not to exceed \$40,394 as the required county share of the SA/HIV allocation from the State. DSS has indicated that the total SA/HIV funds will be provided to Door to Hope as additional funding for the Door to Hope’s MCSTART program.
2. DSS agrees that the SA/HIV funds received by Door to Hope shall be utilized for the objectives previously approved in the Door to Hope/MCSTART contract with First 5,

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and no limitations exist which would prevent the use of the SA/HIV funds for such objectives.

3. The actual amount of the SA/HIV county share paid to DSS as part of this agreement shall be the share of cost required by the State for the actual amount of SA/HIV funds transferred to Door to Hope from DSS. The actual amount of the reimbursement requested from First 5 may vary based upon the federal discount rate in effect for the period of time the charges were incurred, but in no case shall exceed \$40,394 for the term of this contract. DSS agrees to provide proof to First 5 of the amount of actual SA/HIV funds transferred to Door to Hope as part of this agreement. The amounts used in this agreement are as per the following budget:

Salaries and Benefits	Total Contract	First 5 Share
Director of Clinical and Mentoring Services (.5 FTE)	23,250	3,235
Mentor Moms/Dads Coordinator (1.0 FTE)	57,470	7,996
Benefits (FT @ 25%)	19,430	2,702
Subtotal Salaries and Benefits	100,150	13,933
Services, Supplies and Training	160,000	22,260
Indirect costs @ 12%	30,193	4,201
Subtotal Operating Costs	190,193	26,461
Grand Total	290,343	40,394

4. DSS shall submit all invoices, in the form of an annual expenditure report for payment. The form shall contain an itemization of all costs and fees. Door to Hope shall independently confirm the use of the SA/HIV funds in its tri-annual reports to First 5. A copy of these reports shall be made available to DSS upon request. The invoice from DSS shall be accompanied by proof that the SA/HIV funds were transferred to Door to Hope for the time period of the invoice. DSS shall send invoices to First 5 for review and processing. First 5 will make payment to DSS within thirty (30) days of receipt and upon approval of each invoice.

5. Indemnification

To the fullest extent permitted by law, DSS shall defend, indemnify, and hold harmless First 5 and their officers, agents, departments, officials, representatives, and employees,

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from and against any and all claims, judgments, debts, liabilities, loss, costs, damages, injury or death, fees, expenses, demands and actions including payment of reasonable attorneys' fees arising out of, and including, but not limited to the following:

- A. The performance of DSS's obligations, or
- B. Any act or omission of DSS, subcontractors or anyone directly or indirectly employed by DSS.

6. Governing Law

This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to agreements made, and to be performed, entirely within Monterey County, California.

7. Termination Due to Cessation of State funding

The parties shall have the right to terminate this Agreement upon three (3) days written notice in the event that the funding source for this agreement is reduced, suspended or terminated for any reason. Each party hereby expressly waives any and all claims against the other party for damages arising from the termination, suspension, or reduction of funds provided by the State or Federal government to First 5 and/or DSS for the program under which this Agreement is made, or of the portion thereby delegated by this Agreement.

8. Termination

This Agreement may be terminated by mutual consent of the parties. Either party may terminate the Agreement by giving written notice of termination to the other party at least fifteen (15) calendar days prior to the effective date of termination. In the event of termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

9. Modification of Agreement

This Agreement may be amended or modified by mutual agreement of the parties. Such amendment or modification shall be reduced to writing, signed by the parties, and attached to the original Agreement.

10. Notice

Any notice necessary to the performance of this Agreement shall be given in writing by personal delivery or by prepaid First Class Mail addressed as stated in the Agreement, below. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the date following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

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11. Waiver


Any failure of a party to assert any right under this Agreement shall not constitute a waiver or a termination of that right under this Agreement or any provision of the Agreement.

12. Entire Contract

This Agreement constitutes the entire agreement between the parties and there are no inducements, promises, terms, or conditions or obligations made or entered into by First 5 or DSS except those contained or incorporated herein, and all such terms and conditions contained herein constitute the final and complete expressions of such terms and conditions. Incorporated by reference are the Door to Hope/MCSTART-DSS funding grant agreement and the revised Door to Hope/MCSTART-First 5 budget and narrative indicating the use of the SA/HIV funds.

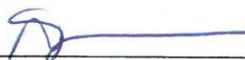
FIRST 5 MONTEREY COUNTY

1125 Baldwin Street
Salinas, California 93906
Phone (831) 444-8549
Fax (831) 444-8637

By 
(Signature of Executive Director)

Francine Rodd, Executive Director
(Print Name, Title)

Date: 8/3/14

By 
(Signature of Fiscal Officer)

Manuela O. Kolpin, Finance/Operations Officer
(Print Name, Title)

Date: 7/17/14

DEPARTMENT OF SOCIAL SERVICES

Family and Children's Services
1000 S. Main Street, Suite 112
Salinas, California 93901
Phone (831) 755-8596
Fax (831) 755-4600

By 
(Signature)

Elliott Robinson, Director
(Print Name, Title)

Date 11/12/14

Approved as to form:

By 
(Signature)

Jerrald Melkin, Deputy County Counsel
(Print Name, Title)

Date: 11-6-14